

NATIONAL TECHNOLOGY AND ENGINEERING SOLUTIONS OF SANDIA, LLC
EMPLOYEE PROPRIETARY INFORMATION AND INNOVATION AGREEMENT

Employee _____

Print Full Name

THIS AGREEMENT made between me, the above named person, and National Technology and Engineering Solutions of Sandia, LLC, a limited liability company formed under the laws of the State of Delaware, hereinafter referred to as "NTESS" or "the Company," WITNESSETH:

NTESS has developed and uses technical and non-technical information vital to the success of the Company's business. Generally, NTESS employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, (collectively called "Innovations"), or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for NTESS to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment or regular employment by NTESS and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Company, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Company or of others (collectively called "Proprietary Information"), which has come into the Company's or my possession in the course of my employment with the Company; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Company's businesses in whatever form, including but not limited to text drawings, mask works or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Company all Innovations and/or Work for Hire (works of authorship prepared by me within the scope of my employment), whether or not patentable, copyrightable or registrable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Company: (a) which are along the lines of or relate to the business, work, or investigations of the Company or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Company; (c) which result from or arise out of any Proprietary information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Company; or (d) that are otherwise made through the use of the Company's time facilities or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of NTESS and I hereby assign to the Company all of my rights, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to the Company or its assigns, nominees, or successors of all my right, title, or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Company and its assigns, nominees or successors at its or their request to obtain and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

4. NOTICE OF RIGHTS UNDER STATE STATUTES

No provision in this Agreement is intended to require assignment of any of my rights in an invention that I have developed entirely on my own time without using the Company's equipment, supplies, facilities, or proprietary information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (2) result from any work performed by me for the Company.

5. RECORDS AND DOCUMENTS

All records documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Company. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Company.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon me, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of NTESS, its assigns, nominees or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Company may advise others of the existence of this Agreement and the provisions of all or any part thereof.

7. PRIOR INVENTIONS

Listed and briefly described on the reverse side are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with NTESS. Such listed inventions are not included under this Agreement. I agree to notify the Company promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of NTESS any proprietary or confidential information of any third party without authorized therefrom.

EMPLOYEE:

Signature of Employee: _____

Date: _____